

Steve Bolton, Pro Se'  
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2011 MAR 14 AM 10:23

**IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF NEVADA**

Steve Bolton Pro Se'  
 Plaintiff

V.

Guglielmo & Assoc.  
 Defendant

Discover Financial Services a.k.a DFS  
 Services, Discover Card, NB Holding et al,  
 Discover Bank  
 Co-Defendant  
 Does 1 through 10

**2:11-cv-00387-JCM -RJJ**

**Civil Rights Violation Complaint  
 Trial By Jury Demanded**

**PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL**

**Comes now** the Plaintiff Steve Bolton:

Plaintiff's Complaint is based on the Fair Credit Reporting Act *15 U.S.C. § 1681 et seq.* (FCRA) and the Fair Debt Collection Practices Act *15 U.S.C. § 1692 et seq.* (FDCPA)

At all times hereinafter mentioned, The Plaintiff is a resident of Clark County State of Nevada. From here forward Steve Bolton, will be known as the Plaintiff.

**JURISDICTION AND VENUE**

Jurisdiction of this court arises pursuant to *15 U.S.C. § 1681(p)* and *15 U.S.C. § 1692k(d)* and which states that such actions may be brought and heard before "any appropriate United States district court without regard to the amount in controversy."

The Defendant Guglielmo & Assoc. is a third party debt collector and conducts business in the state of Nevada and is located at 3376 S. Eastern Ave Ste. 188A, Las Vegas, NV 89169, as such is governed under the Fair Debt Collection Practices Act *15 U.S.C. § 1692 et seq.* (DCPA).

Plaintiff brings this action to the fact as to how an alleged account was or was not validated and

Paid Amt \$ 350.00 Date 3/14/11  
 Receipt # 2650 Initials JS

24 continued collection activities' and wrongful actions without providing proof of an alleged  
25 account to the Plaintiff in the attempted collection of the alleged account, violated the civil rights  
26 of the Plaintiff and the law as outlined in the Fair Debt Collection Practices Act *15 U.S.C. §1692*  
27 *et seq.*

28 The Co-Defendant Discover Financial Services LLC a.k.a DFS Services, Discover Card et al  
29 conducts business in the state of Nevada and is headquartered at 2500 Lake Cook Rd.,  
30 Riverwoods, IL 60015-3851 and they are licensed to do business in the State of Nevada. As such  
31 is governed under the law by Fair Credit Reporting Act *15 U.S.C. § 1681 et seq.* and also reports  
32 these accounts to the national credit reporting agencies i.e. Trans Union, Equifax, Experian and  
33 Innovis. The State of Nevada abides by and adheres to these laws. Specifically the Fair Credit  
34 Reporting Act *15 USC §1681, et seq.*

35 The Plaintiff brings this action to the fact as to how an alleged account was or was not reported  
36 correctly and reported erroneous and inaccurate information in the Plaintiffs Credit reports and  
37 failed to provide proof of the alleged account. And wrongful actions of the Co-Defendant in the  
38 credit reporting of the alleged account, violated the civil rights of the Plaintiff and the law as  
39 outlined in the Fair Credit Reporting Act *15 USC §1681, et seq.* and the Fair Debt Collection  
40 Practices Act *15 U.S.C. §1692 et seq*

### 41 PRELIMINARY STATEMENT

42  
43 Plaintiff brings this action for damages based upon Defendants Guglielmo & Assoc. for  
44 violations of the Fair Debt Collection Practices Act *15 U.S.C. §1681, et seq.* Continued  
45 collection activity without providing proof of an alleged account and failure to provide proof of  
46 the alleged account.

47 Plaintiff brings this action for damages based upon Co-Defendants violations of the  
48 Fair Credit Reporting Act, *15 U.S.C. 1681 et seq.* ("FCRA"). Reporting erroneous and inaccurate  
49 information in the Plaintiffs' Credit Report and for willful and negligent non-compliance.

50 Discover, Discover Bank is a furnisher of information as contemplated by FCRA section 1681s-  
51 2(a) & (b), (n) & (o) that regularly and in the ordinary course of business furnishes information  
52 to one or more consumer reporting agencies about consumer transactions or experiences with  
53 any consumer.

### 54 INTRODUCTION

55 On or about Oct 29, 2010 the Defendant contacted the Plaintiff via US Mail with a notice of an  
56 alleged debt that was owed. On or about Nov. 5<sup>th</sup> 2010 the Plaintiff sent a letter of Validation to  
57 the Defendant via certified US Mail which the Defendant received on November 9<sup>th</sup> 2010.

58 To date the Defendant has failed to validate the alleged debt.

59 The Defendant has done continued collection activity through today's date by filing a suit in the  
60 Local County Court which lacks jurisdiction and proof of the alleged debt.

61 The Defendant has filed an amended suit in the same court a second time and the Plaintiff has  
62 again challenged that suit based on the local court lacks jurisdiction and proof of the alleged  
63 debt.

64 The Defendant sent a second letter to the Plaintiff on or about Feb. 9<sup>th</sup>, 2011 indicating to pay the  
65 account at a reduced price.

66 Again continuing collection activity without providing proof of the alleged debt.

67 On or about June 28th 2010 the Plaintiff requested copies of his credit report from the three  
68 national credit reporting agencies Trans Union, Experian and Equifax. Upon review the Plaintiff  
69 found that the Co-Defendant was reporting erroneous, inaccurate and derogatory information in  
70 the plaintiff's credit reports. Upon inspection of the said credit reports the Plaintiff observed that  
71 Co-Defendant listed on the Plaintiffs Experian, Equifax and Trans Union credit report indicating  
72 an account with them.

73 The Plaintiff contacted the Co-Defendant by U.S. Postal Service Certified Mail Return  
74 Receipt # 7009 3410 0001 0346 3119 on or about July 22, 2010 (see **Exhibit A**) with receipt of  
75 said letter on July 26<sup>th</sup>, 2010 disputing the information in the Plaintiff's credit report.

76 The Plaintiff contacted Trans Union and disputed the erroneous and inaccurate  
77 information via U.S. Postal Service Certified Mail Return Receipt # 7010 1060 0000 2219 2962  
78 on July 27th, 2010 (see **Exhibit C**) and said letter was received on Aug 2<sup>nd</sup>, 2010.

79 The Plaintiff contacted Experian and disputed the erroneous and inaccurate information  
80 via U.S. Postal Service Certified Mail Return Receipt # 7010 1060 0000 2219 2955 on July 27th,  
81 2010 (see **Exhibit D**) and said letter was received on July 29<sup>th</sup>, 2010.

82 The Plaintiff contacted Equifax and disputed the erroneous and inaccurate information  
83 via U.S. Postal Service Certified Mail Return Receipt # 7010 1060 0000 2948 on July 27th, 2010  
84 (see **Exhibit E**) and said letter was received on July 29<sup>th</sup>, 2010.

All three Credit Reporting Bureaus have indicated they are reporting the information correctly as reported by the Co-Defendant. The Co-Defendant DISCOVER BANK has been reporting erroneous and inaccurate information in the Plaintiff's credit reports since June 2010 in all three credit-reporting bureaus.

### **Count I against the Defendant Under DCPA**

Failure to validate the alleged debt/account: Failure to provide proof of alleged debt/account Initial contact on or about Oct 29, 2010 and November 5<sup>th</sup> 2010.

#### **§ 809. Validation of debts 15 USC 1692g**

- (a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—
    - (1) the amount of the debt;
    - (2) the name of the creditor to whom the debt is owed;
    - (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
    - (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
    - (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.
  - (b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this title may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.
  - (c) The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.
  - (d) A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).
- Plaintiff demands Judgment in the amount of \$1000.00

**Count II against the Defendant Under DCPA**

Continued collection activity: Filing suit in the local court on or about Dec 23<sup>rd</sup>, 2010 again failing to provide proof of the alleged account

In violation of § 809. Validation of debts 15 USC 1692g

Plaintiff demands Judgment in the amount of \$1000.00

**Count III against the Defendant Under DCPA**

Continued collection activity: Second letter received on or about Feb 9<sup>th</sup>, 2011 with reduced amount to be paid on or about Feb 25<sup>th</sup>, 2011 again failing to provide proof of the alleged account

In violation of § 809. Validation of debts 15 USC 1692g

Plaintiff demands Judgment in the amount of \$1000.00

**Count IV against the Defendant Under DCPA**

Continued collection activity. Re-filing amended complaint in the local court on or about Jan 24<sup>th</sup>, 2011 again failing to provide proof of the alleged account

In violation of § 809. Validation of debts 15 USC 1692g

Plaintiff demands Judgment in the amount of \$1000.00

**WHEREFORE**, The Defendant has violated the DCPA and the Plaintiffs rights under the law Plaintiff has disputed asked for validation of the alleged account with the Defendant in a timely manner as required under DCPA.

**§ 813. Civil liability 15 USC 1692i**

- (a) Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this title with respect to any person is liable to such person in an amount equal to the sum of (1) any actual damage sustained by such person as a result of such failure;
- (2) (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000; or
- (B) in the case of a class action,
  - (i) such amount for each named plaintiff as could be recovered under subparagraph (A), and
  - (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of the debt collector; and
- (3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court. On a finding by the court that an action under this section was brought in bad faith and for the purpose of harassment, the court may award to the defendant attorney's fees reasonable in relation to the work expended and costs.

The Defendant has damaged the Plaintiff both monetarily and emotionally. Plaintiff demands judgment for punitive damages for \$50,000.00 along with \$4000.00 for their violations of DCPA and any other damages the court deems permissible.

**Count I against the Co-Defendant under FCRA**

**Civil liability for willful noncompliance [15 U.S.C. § 1681n]**

(a) In general. Any person who **willfully** fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of

(1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or

(B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater;

(2) such amount of punitive damages as the court may allow; and

(3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

(b) Civil liability for knowing noncompliance. Any person who obtains a consumer report from a consumer reporting agency under false pretenses or knowingly without a permissible purpose shall be liable to the consumer reporting agency for actual damages sustained by the consumer reporting agency or \$1,000, whichever is greater.

(c) Attorney's fees. Upon a finding by the court that an unsuccessful pleading, motion, or other paper filed in connection with an action under this section was filed in bad faith or for purposes of harassment, the court shall award to the prevailing party attorney's fees reasonable in relation to the work expended in responding to the pleading, motion, or other paper. As a result of defendants' willful failure to comply with the FCRA, Co-defendants are liable to the Plaintiff in an amount equal to the sum of (i) any actual damages sustained by the plaintiff as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 for each such violation; (ii) such amount of punitive damages as the court may allow; and (iii) the costs of this action together with reasonable attorneys' fees.

Plaintiff restates and reiterates herein all previous paragraphs.

Plaintiff demands judgment in the amount of \$660,000.00. This is based on every day that the Co-Defendant violated the FCRA (two hundred twenty days) by willfully failing to comply

with the requirements of the FCRA, times \$1000.00, times three for each one of the three national credit reporting bureaus. This is allowed for every day that the Co-Defendant fails to comply with the FCRA and its regulations.

**Count II against the Co-Defendant under FCRA**

**Civil liability for negligent noncompliance [15 U.S.C. § 1681o]**

(a) In general. Any person who is negligent in failing to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of

(1) any actual damages sustained by the consumer as a result of the failure; and

(2) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

(b) Attorney's fees. On a finding by the court that an unsuccessful pleading, motion, or other paper filed in connection with an action under this section was filed in bad faith or for purposes of harassment, the court shall award to the prevailing party attorney's fees reasonable in relation to the work expended in responding to the pleading, motion, or other paper.

Plaintiff demands judgment in the amount of \$660,000.00. This is based on every day that the Co-Defendant violated the FCRA (two hundred twenty days) by negligently failing to comply with the requirements imposed under the FCRA, times \$1000.00, times three for each one of the three national credit reporting bureaus. This is allowed for every day that the Co-Defendant fails to comply with the FCRA and its regulations.

**Count III against the Co-Defendant under FCRA:**

The plaintiff has disputed with the Co-Defendant's and all three credit-reporting agencies in the same time frame and the Co-Defendant has not complied with the FCRA.

The Co-Defendant has damaged the Plaintiff's credit score, credit report, and Plaintiff's character by saying that the Plaintiff doesn't pay his bills.

**Reporting erroneous and inaccurate information**

**According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of information to consumer reporting agencies:**

(a) Duty of furnishers of information to provide accurate information.

(1) Prohibition.

(A) Reporting information with actual knowledge of errors. A person shall not furnish any



information relating to a consumer to any consumer-reporting agency if the person knows or consciously avoids knowing that the information is inaccurate.

(B) Reporting information after notice and confirmation of errors. A person shall not furnish information relating to a consumer to any consumer-reporting agency if

**(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate: and**

(ii) the information is, in fact, inaccurate.

(2) Duty to correct and update information. A person who

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer; and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate, shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) **Duty to provide notice of dispute.** If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer-reporting agency without notice that such information is disputed by the consumer.

(b) Duties of furnishers of information upon notice of dispute.

(1) In general. After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer-reporting agency, the person shall

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 611(a)(2) [§ 1681 i];

(C) report the results of the investigation to the consumer reporting agency; and

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that



compile and maintain files on consumers on a nationwide basis.

(2) Deadline. A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer reporting agency, before the expiration of the period under section 611 (a)(1) [§ 1681 i] within which the consumer reporting agency is required to complete actions required by that section regarding that information.

Plaintiff demands judgment in the amount of \$660,000.00. This is based on every day that the Co-Defendant violated the FCRA (two hundred twenty days) by reporting erroneous and inaccurate information, times \$1000.00, times three for each of the three national credit reporting bureaus. This is allowed for every day that the Co-Defendant fails to update the report by marking the alleged account in dispute.

#### **Count IV against the Co-Defendant under FCRA**

The Co-Defendant DISCOVER BANK has failed to indicate that the Plaintiffs credit report is in dispute in the Plaintiffs three credit reports as the Co-Defendant has not provided proof of any alleged account from July 26<sup>th</sup>, 2010 and through today in all three credit reporting bureaus. Co-Defendant has failed to indicate that the alleged account is in dispute.

#### **Failure to mark the account in dispute**

#### **According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of information to consumer reporting agencies**

(a) Duty of furnishers of information to provide accurate information.

(1) Prohibition.

(A) Reporting information with actual knowledge of errors. A person shall not furnish any information relating to a consumer to any consumer-reporting agency if the person knows or consciously avoids knowing that the information is inaccurate.

(B) Reporting information after notice and confirmation of errors. A person shall not furnish information relating to a consumer to any consumer-reporting agency if

(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate: and

(ii) the information is, in fact, inaccurate.

(2) Duty to correct and update information. A person who

(A) regularly and in the ordinary course of business furnishes information to one or more

consumer reporting agencies about the person's transactions or experiences with any consumer;  
and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate, shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

**(3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.**

The Plaintiffs credit reports from Experian, Trans Union, and Equifax do not reflect that the information is disputed by the consumer, even though the Plaintiff has sent a letter of dispute to the Defendant and to date the Co-Defendant has not responded.

Plaintiff demands judgment in the amount of \$660,000.00. Based on every day (two hundred twenty days) the Co-Defendant has failed to mark the account in dispute times \$1000.00 per violation, times all three national credit bureaus. The Co-Defendant has broken the FCRA by updating the reports each month without marking the alleged account in dispute.

### **Count V against the Co-Defendant under FCRA**

**§ 615. Requirements on users of consumer reports 15 U.S.C. § 1681m(G)**

(2) upon request of the consumer to whom the debt purportedly relates, provide to the consumer all information to which the consumer would otherwise be entitled if the consumer were not a victim of identity theft, but wished to dispute the debt under provisions of law applicable to that person.

Plaintiff demands judgment in the amount of \$2,640,000.00.

This is based on every day that the Co-Defendant violated the FCRA in Plaintiffs credit reports (two hundred twenty days) by willfully failing to comply with the requirements of the FCRA, times \$1000.00, times three for each one of the three national credit reporting bureaus. This is allowed for every day that the Co-Defendant fails to comply with the FCRA and its regulations.

**Summation**

Plaintiff has disputed the alleged accounts with the Co-Defendant and the Credit Reporting Agencies in a timely manner. And therefore the Co-Defendant has been reporting erroneous and inaccurate information on the Plaintiff's credit reports and the Co-Defendant has failed to provide proof of the account as requested by the Plaintiff. The Plaintiff now has a negatively impacted credit score as of this date and has been denied credit and/or denied credit at reasonable rates because of the willful noncompliance and negligent actions of erroneous and inaccurate reporting and/or inaction's of the Co-Defendant. Co-Defendant has not only violated the Plaintiff's civil rights but damaged the Plaintiff both monetarily and emotionally.

**WHEREFORE**, the Co-Defendant has violated the Fair Credit Reporting Act.

Plaintiff demands Judgment in the amount of \$2,6400,000.00, plus all costs of this action along with punitive damages in the amount of \$50,000.00, for their violations of FCRA and any other damages the court deems permissible.

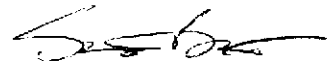
Respectfully submitted this 14<sup>th</sup> Day of March, 2011.



Steve Bolton  
7542 Splashing Rock Dr.  
Las Vegas, NV. 89131  
702-772-9807  
sbolton7@centurylink.net

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the forgoing complaint/summons Bolton vs. Guglielmo & Assoc  
Defendant at 3376 S Eastern Ave Ste 188A, Las Vegas, NV 89169 has been served upon the  
Defendant via process server along with the Co-Defendant DISCOVER BANK Co-Defendant  
has been served at their registered agent's place of business at 2500 Lake Cook Rd.,  
Riverwoods, IL 60015-3851, on or about 14<sup>th</sup> day of March, 2011 with affidavit of  
service by Process Service Receipt to be submitted to the Clerk of the Court.



Steve Bolton  
7542 Splashing Rock Dr.  
Las Vegas, NV. 89131  
702-772-9807  
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EXHIBIT A

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i></p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>July 28 2010</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>DISCOVER PO BOX 15316 WILMINGTON, DE 19850</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7009 3410 0001 0346 3119</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT C

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature <b>X</b> <div style="text-align: right;"> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee </div>	
1. Article Addressed to:  TRANS UNION PO BOX 2000 CHESTER, PA 19022		B. Received by (Printed Name)	C. Date of Delivery
		D. Is delivery restricted? <b>Yes</b> If YES, enter delivery address below. <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 5px auto;"> TRANS UNION LLC  AUG 02 2010 </div>	
		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7010 1060 0000 2219 2962	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

EXHIBIT D

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature <u>EXPERIAN</u> <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:  <u>EXPERIAN</u> <u>PO BOX 2104</u> <u>ALLEN, TX 75013</u>		B. Received by (Printed Name) <u>JUL 25 2010</u> C. Date of Delivery	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <u>James M. [Signature]</u>	
		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		<u>7010 1060 0000 2219 2955</u>	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	



EXHIBIT E

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>EQUIFAX PO BOX 740241 ATLANTA, GA 30374</p>		<p>B. Received by (Printed Name) JUL 29 2010</p>	<p>C. Date of Delivery</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
		<p>7010 1060 0000 2219 2948</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

1 Steve Bolton, Pro Se'  
2 7542 Splashing Rock Dr.  
3 Las Vegas, NV. 89131  
4 702-772-9807  
5 sbolton7@centurylink.net  
6

7 **IN THE UNITED STATES DISTRICT COURT**  
8 **FOR THE DISTRICT OF NEVADA**

Steve Bolton, Pro Se'  
Plaintiff

V.

Guglielmo & Associates  
Defendant

**2:11-cv-00387-JCM -RJJ**

**Affidavit of Steve Bolton in Support  
Of Plaintiff's Complaint**

Discover Financial Services a.k.a DFS  
Services, Discover Card, NB Holding et al,  
Discover Bank  
Co-Defendant  
Does 1 through 10

9  
10 The following is the true and correct statement of Plaintiff, Timothy Harris, on and for the  
11 record. This statement is made to the best of his knowledge. The specifics of this case are as  
12 follows:  
13

- 14 1. On or about June 1<sup>st</sup>, 2010, Plaintiff, a Consumer according to the definitions of the Fair  
15 Credit Reporting Act, 15 U.S.C. § 1681 et seq. noticed that the Co-Defendant, a  
16 Creditor/Information Provider according to the definitions of the Fair Credit Reporting  
17 Act 15 U.S.C. § 1681 et seq. was existing in the Plaintiff's credit report files with  
18 inaccurate information.
- 19 2. The Plaintiff contacted the Co-Defendant by United States Postal Service Certified Mail  
20 Return Receipt # 7009 3410 0001 0346 3119 on or about July 22, 2010 disputing the  
21 information in the Plaintiff's credit report. No reply was received from the Defendant.  
22 **See Exhibit A**

- 23 3. The Plaintiff contacted Trans Union and disputed the erroneous and inaccurate  
24 information via United States Postal Service Certified Mail Return Receipt # 7010 1060  
25 0000 2219 2962 on July 27th, 2010. Trans Union received this letter on August 2<sup>nd</sup>,  
26 2010. **See Exhibit C**
- 27 4. The Plaintiff contacted Experian and disputed the erroneous and inaccurate information  
28 via United States Postal Service Certified Mail Return Receipt # 7010 1060 0000 2219  
29 2955 on July 27th, 2010. Experian received this letter on July 29<sup>th</sup>, 2010. **See Exhibit D**
- 30 5. The Plaintiff contacted Equifax and disputed the erroneous and inaccurate information  
31 via United States Postal Service Certified Mail Return Receipt # 7010 1060 0000 2948 on  
32 July 27th, 2010. Equifax received this letter on July 29<sup>th</sup>, 2010. **See Exhibit E**
- 33 6. All three Credit Reporting Bureaus have indicated they are reporting the information  
34 correctly as reported by the Co-Defendant, yet the Plaintiff's alleged account **HAS NOT**  
35 been marked in dispute.
- 36 7. This refusal to mark the Plaintiff's alleged account in dispute is a violation of the Fair  
37 Credit Reporting Act, section 623. **Responsibilities of furnishers of information to**  
38 **consumer reporting agencies**
- 39 8. The Co-Defendant now continues to exist in the Plaintiff's credit report without marking  
40 his alleged account in dispute which is a violation of the Fair Credit Reporting Act,  
41 section 623. **Responsibilities of furnishers of information to consumer reporting**  
42 **agencies**
- 43 9. On or about Oct 29<sup>th</sup>, 2010 the Defendant contacted the Plaintiff via US Mail with a  
44 notice of an alleged debt that was owed. On or about Nov 5<sup>th</sup>, 2010 the Plaintiff sent a  
45 letter of Validation to the Defendant via Certified US Mail which the Defendant received  
46 on November 9<sup>th</sup>, 2010. To date the Defendant has failed to validate the alleged debt.  
47 The Defendant has done continued collection activity through today's date by filing a suit  
48 in the local County Court, which lacks jurisdiction and proof of the alleged debt. The  
49 Defendant has filed an amended suit in the same court a second time and the Plaintiff has  
50 again challenged that suit based on the local Court lacks jurisdiction and proof of the  
51 alleged debt.
- 52 10. The Plaintiff **does not** want this case to be adjudicated by a Magistrate Judge. Plaintiff  
53 **will not** be filing a form AO-85 and is willing to wait for this case to be adjudicated by

the District Court Judge.

11. The matters in Plaintiff's Complaint are the only matters before this court. Anything else brought forth in this case is irrelevant, immaterial, impertinent, scandalous and just an attempt to mis-direct the courts attention from the facts of the complaint.

12. At NO TIME has this case EVER been, nor will it ever be, about any alleged monies, alleged monies owed, alleged contracts or judgments. This case is about what the Co-Defendant failed to do when an alleged account was disputed with them according to the FCRA. This case is also about the violations of the FDCPA by the Defendant.

I swear under penalty of perjury that the following statement is the truth to the best of my knowledge.

Respectfully submitted this 14<sup>th</sup> day of March, 2011.

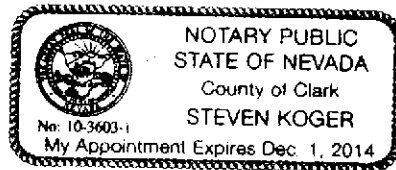
State of Nevada  
County of Clark

This instrument was acknowledged before me this 14<sup>th</sup>  
day of March, 2011.

By Steven V. Bolton

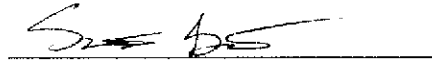
Notary Public

Steve Bolton  
Steve Bolton  
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Las Vegas, NV 89131  
702-772-9807  
[sbolton7@centurvlink.net](mailto:sbolton7@centurvlink.net)



**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the forgoing complaint/summons Bolton vs. Guglielmo & Assoc  
Defendant at 3376 S Eastern Ave Ste 188A, Las Vegas, NV 89169 has been served upon the  
Defendant via process server along with the Co-Defendant DISCOVER BANK Co-Defendant  
has been served at their registered agent's place of business at 2500 Lake Cook Rd.,  
Riverwoods, IL 60015-3851, on or about 14<sup>th</sup> day of March, 2011 with affidavit of  
service by Process Service Receipt to be submitted to the Clerk of the Court.



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